

1887-019 Chancery Cause Mary V. Pennington by te vs. W. C. Parsons &c.
Lee Co.

Litton, Smith

CA - Contract Dispute

T - Property
Women

- Deed

To the Hon. John A. Keeley
Judge of the Circuit Court of
Lee County, Va.

The Complainant of Mary v.
Pennington who sues by D. I.
Gilton her next friend - Humbly
Complaining would respectfully
represent, that, heretofore she
has been given by her father val-
uable real estate situated in Lee
County Virginia - that at the time of
these gifts and, at the present she
is the wife of Wm Pennington -

Her said husband some years ago
~~her husband~~ became indebted and
greatly embarrassed, to aid him
in his financial distress, she gave
her consent to the sale of her real
estate amounting to about \$4000. A
part of this was paid into her
husband's debts, for which she
was in no way bound. Of these
proceeds of sale she made up the
sum of \$2000, in sale notes, which
was not consumed. Her husband
then, contracted with one M. C.
Parsons for an other farm situated
in this County, known as the Davis

+ At the time, of this, sale & transfer of these notes, the said Person had full & complete knowledge that these notes were the notes of your Complainant, and that said land was being purchased from him for separate & separate use.

Sage farm, and the notes and bonds of which are properly set forth in the title papers of the said Person now of record in said County. The price of this farm so purchased was \$3000. of which sum \$2000. of the purchase price of the real estate of your Complainant was actually paid by and with the consent of her husband that it should be conveyed to her and for her benefit as the same was her own and rightful separate property. This money was paid into the land by the advice and aid of her brother, and other friends and the said M. C. Person had full knowledge that it was her money and for bonds that he received. This was all of her own separate money that was paid into said land but, her husband, as she is informed fully paid for the said tract and her husband over and over again promised to have this land conveyed to your Complainant for

her separate benefit. But the deed has not yet been made to any one but is outstanding in said Parrus, said Parrus has become further interested in the matter in this way, Her said Husband has, as she understands undertaken to see that same land to one John Smith of Harlan Co Ky, and Smith has re-sold to Parrus the legal title holder, Smith has paid as she understands \$300. on this last name purchase. These facts of your Grantee's Claim was all the time fully known to Parrus, and he traded with a full knowledge of of Complamant's right. Soon after the purchase from Parrus your Complamant went into the possession of said land and have ever since continued to hold and occupy them. There is no controversy, about her claim nor the possession. Her husband has again become emborraped and she has fears that, said Parrus will convey under its orders of

her husband, to her prejudice.
^{Her cause, & rightfulness her own}
The object of this bill is to
enjoin and inhibit said M. C.
Parsons from conveying said land
to John Smith or others, and to com-
pel him to convey the legal
title to her for ~~her~~ use & sole
benefit of your Complainant
and to have the same freed from
any claims of said M. C.
Parsons. Her prayer therefore
is that M. C. Parsons, John
Smith and Wm Permyer be
made parties defendants to
this bill, ^{and answer the same as defendants} and on a hearing a
decree be rendered, compelling
M. C. Parsons to convey said land
to your Complainant free from
the claims of all persons what-
soever, and that until a final
hearing he be enjoined and in-
hibited from conveying to John
Smith or anyone else, and for
all other further or general relief.

A. L. Pridemore
for Plff.

Virginia Lee County to wit:

This day Mary V. ~~Little~~^{Pennington} personally
appeared before me and made
oath that the facts stated in the
foregoing bill are true so far
as made upon her own knowledge
and true and so far as made
upon information derived
from others she believes
them to be true. Give
under my hand this
March 26th 1885.

John B. West, Notary
Public for said County
& State.

Mary
Mary V. Pennington

Wth Bill Chy

M. C. Parsonson

1885 Apr. Bill filed

" May Sp. & dist. P. & M.
+ Decree Arising therefrom

" June & July Cont'd.

" Aug. Cause set for hearing

" Apr. Cont'd.

1886 Mr. Decree & cause
to stand at order

" Aug. Decree remain-
ing again to Rules

" Apr. Decree & cause

1887 Mr. Decree final

273.31

12.15

To The Hon. John A. Kelsey Judge of
The Circuit Court of Lee County Va
The amended and supplemental
bill of Mary V. Pennington, who
sues by D. S. Littor, her father and
next friend, while insisting upon
each and every allegation in her
original bill, would respectfully
state by way of amendment, that
Jack Smith before the filing of Com-
plainants original bill, had re-
sold said land to Mr. C. Parsons
nominally, and said Parsons ex-
ecuted his notes to him therefor as
stated in the original bill - But by
a secret agreement with her said
husband if her husband should
meet and pay said Parsons notes
to said Smith, five in number
for \$500 each falling due annually
then her said husband, was to keep
said land, in trust as stated in her
original bill - Upon the first note
falling due her said husband did
pay the sum of \$450. or possibly
\$465, this sum should the said
Parsons hold said land, is the
equitable property of your
Complainant and should be paid

to her. She alleges in truth and in fact, that her said husband in fact has paid and more than paid to said M. C. Parsons said purchase money. At the time Smith sold to Parsons, the last sale, it was well known and understood as she is informed that said Parsons at that very time owed her said husband for work and labor done, money furnished and profits made, in a very large, log and lumber Contract, in which they were partners and the execution of the said Parsons to said Smith of said notes was only a shifting made of standing security for said Wm. Pennington, whose re-purchase in fact it was. She is informed and believes that upon a full fair and equitable settlement of the Partnership in the lumber & hauling Contract said Parsons in fact owes her husband \$2000. or more, quite a sufficiency to pay said bank debt and leave the question of its title alone between your Complainant &

her said husband. Your orator
alleges that said Parsons refuses
and her husband fails to, to compel
him to settle his said partnership
accounts, so as to have applied
to de Jack Smith debt any balance
due her husband. The said Parsons
and her husband, has on hand
solely in the management of the
said Parsons a lot of walnut
logs the remnant of said Part-
nership, in which her husband
has an interest of some \$300
more or less, and which your
complainant is advised ought
equitably to be also paid on
said land purchase.

The premises considered by our
orator, pray that said ^{M.C.} Parsons
and William Pennington be made
parties defendants to this bill
and each required to answer spe-
cifically, and state upon their oath
how much said Parsons is due
on account of said Partnership
the contract for hauling, and logs
haunted and how much proceeds
of said Partnership is still on hand
and which holds the same - That

a Commissioner be appointed to take
Oath and settle said Partnership
and that said Parsons & Remington
be compelled to settle the same &
produce before said Commissioner
all accounts, books, papers and
matters relating to said Transaction
and fully and specially disclose
all matters, payments, contracts &
indebtedness in relation thereto, and
she prays that whatever sum
may be found due and in
the Rights of said Parsons
be held in trust or directed to
be paid to said Smith or
said Land Trade. But above all
she prays again for the relief
set forth in her original bill
and that said land be decreed to
her as her sole separate property
purchased with her money, by
the Consent and with the full knowledge
of said M. C. Parsons; and that this
be done independent of any-
thing sought in the amended bill
And for all other further and
general relief may advise
A. L. Pickens
P. L.

Mary V. Lottor
^{Comptroller}
^{by}

V. Z. Amended Bill

M. C. Parsons et al

1886 Feb by Rules Bill

Filed 3rd 2nd D. C.

" March, D. C. Conf'd

To the Honorable John A. Kelly Judge of
the Circuit Court of Lee County Va.

The separate answer of John M.
Smith to a bill exhibited in this Honor-
able Court against M. C. Parsons, John
Smith and W^m Pennington by Mary V
~~Little~~ ^{Little} by S. D. Little her next friend

This respondent saving the benefit of all
such exceptions as can or may be had
to said bill on its final hearing for an-
swer thereto or to so much thereof as he is
advised it is material or necessary for
him to answer, Answering says, That he
has no knowledge whatever as to whether
or not the father of the Complainant had
given her valuable real estate situated
in said County. Nor does he know anything
of the former indebtedness of William
Pennington the husband of the Com-
plainant, nor does he know what steps
if any, she took to relieve him from said
indebtedness ~~if she took any~~, he therefore
knows nothing of the sale of her lands or
any lands in which she had an inter-
est or of the Terms, Condition, or amount
of said sale, Nor does he know what
disposition was made of the money
or other things arising from said sale

if such a sale was made. Respondent has no knowledge of Complainant making up the sum of £2000. or any other sum which was not consumed in the payment of her husband's debts, or what was done with said sum if any such was made up. Respondent has no personal knowledge of the purchase which was made by Complainant's husband from M. C. Parsons, though he has been informed and he supposes it is true that William Pennington did contract with the said M. C. Parsons for the purchase from him of the tract of land, known as the Davis Sage Tract, or rather for a part of said tract, as respondent has been informed that at the time said sale was made by said Parsons, to said Pennington that the said Parsons did not own the whole of said tract of land but that a part of it belonged to some of the heirs at law of the said Davis Sage who afterwards sold and conveyed their interest to the said Pennington. But at what price said Parsons sold said land or his interest therein to the said Pennington or the terms of said sale respondent has no knowledge further than such

knowledge as he derived from the title
bond executed to said Pennington by said
Parsons, which bond was afterwards as-
signed to this respondent by the said
Pennington, of which more will be said
hereafter. If there was any agreement be-
tween the said Pennington and his wife and
the said Parsons that said land was pur-
chased for her, sole use, he has no knowl-
edge of it, no such fact was shown in
the bond nor was there anything in said
bond to lead one inspecting it, to in-
fer that she had any further interest
in said land than the law confers on
the wife in her husband's lands. There-
fore if there was such understanding
and agreement as she claims in her
bill it was secret, not appearing on
the face of the papers. Respondent has
no knowledge as to how, by whom or in
what manner the said Pennington paid
said Parsons for said land or who fur-
nished the means by which said pay-
ment was made. Though said Parsons
told respondent that Pennington had paid
or nearly paid him up for it.

Respondent will now show your Honor
his entire connection with this land
and how he came to be connected with

it. Respondent is a citizen of Kentucky
and about the day of 1883 Will
am Pennington had borrowed from
John Z. Smith (commonly called Jack
Smith) the father of this respondent
the sum of \$800.00 or about that sum
for which he had executed his note, using
wrongfully as Respondent has been since
informed, the name of M D Richmond as
security. or perhaps said note was executed
for \$1000. with a credit endorsed upon it
at its date of \$200.00^{or} about that sum. After
this note became due and its payment not
being provided for, the said John Z Smith
learning that the name of M D Richmond
had been used without his consent, sent
this respondent to see about it and to
collect the money on it. Respondent came
to Virginia visited Mr Richmond who de-
nied any knowledge of said note or any lia-
bility for it. Respondent then went to Mr
Pennington and demanded payment and
Mr Pennington not being in a condition
to pay it, proposed to sell to respondent
his land. Respondent did not at that
time examine said land or look into the title
in any way because the said Pennington
then told respondent that he could settle
said note otherwise, but shortly after

arriving at home he received a letter from said Pennington urgently requesting him to come over and buy said land, upon the receipt of this letter respondent and his father John E. Smith visited Mr Pennington for the purpose of buying said land. Mr Pennington represented that the title to said land was good and perfect, that the legal title to all but two shares of it was in M. C. Parsons from whom he had purchased it, but that he had paid the said Parsons for it or nearly so, that he had purchased the other two shares being $\frac{2}{7}$ from the heirs of the said Davis Sayer. Respondent was also informed by Mr Parsons, before he traded with Mr Pennington that the title to said land was all right and perfect except that Mr Pennington still owed him about \$200 and that was all there was against said land in any way. Upon these representations respondent purchased this land from Mr Pennington and the said Pennington then assigned to respondent the title bond which he held on said Parsons the said Parsons agreeing to convey it, to respondent, when the said balance still due him was paid.

Respondent purchased said land at the price of \$2500. out of which said Pennington paid the note due to John & Smith respondents father, amounting at the time to the sum of \$874.⁰⁰ as respondent now remembers, and he executed his note payable to said Pennington on or by March the 1st 1885 for \$1626. The residue thereof some time after this, date not exactly remembered, respondent was informed by Mr Parsons that he was the owner of said note having purchased it from said Pennington. At the time respondent purchased this land he thought of moving to it, but afterwards he declined the idea, of doing so, and then Mr Pennington proposed to repurchase said land from respondent respondent agreed to sell it to him if Mr Parsons would join in the note with him for the purchase price of said land, but Mr Parsons refused to join in said notes with said Pennington, respondent then sold said land to the said Parsons for the sum of \$2000.⁰⁰ payable in 5 years, ^{he} giving separate notes of \$1000 each for the annual accruing interest. Thereupon

respondent delivered up to Mr Persons
the bond which he Persons executed to
Perrington and which Perrington had
assigned to him. This is the whole trans-
action so far as this respondent has
had any connection with it, but since
this sale was ^{made} to Persons by respondent
respondent and his father has paid
and lifted the note executed by respond-
ent to said Perrington. about \$420 of
said ~~amount~~ was paid by direction of
both Perrington and Persons to Elias
Smith of Ky. who held the note of said
Perrington for that sum, the residue
of \$1200 or about that sum, the exact
amount not known was paid by re-
spondent's father to M C Persons or
upon his order. As before stated
respondent is a citizen of Kentucky
he purchased said land in good faith
and paid for it in good faith without
any knowledge whatever of any claim
upon it by any body except for the \$200
still due to Persons, both Persons and
Perrington represented the title to be
good, with no claim of any kind or
lien of any sort against it. Respond-
ent will further show your Honor that
since he ^{purchased} said land ^{and before he sold} to the said

^{and to}
Powers that the said Milburn Purnington
and wife the being the complainant in
this suit, conveyed the two several, of any
land which had been conveyed to them
Purnington by the two Sage heirs to the said
Powers so that the said Powers could convey the whole to respondent
so that now the title to the whole
tract is in him, and respondent has no
further interest in it except to collect
the notes executed by Powers for it when
they become due And now having answered
said bill as far as he is advised it is ma-
terial or necessary for him to answer it he
prays to be hence dismissed with his costs.

John M Smith by
C. T. Duncan his atty.

Virginia Lee County, to wit

This day John M Smith personally
appeared before me John R Gibson
Deputy for John A & Hyatt Clerk of
the Circuit Court of Lee County Va
and made oath that the foregoing answer
so far as made on his own knowledge
is true and so far as made upon in-
formation derived from others he
believes it to be true Given under
my hand this the 13th day of July 1885.

John R. Gibson D.C.
J. A. Hyatt Clerk of
Lee Circuit Court

copy of which is here filed November 1893

John M. Smith
ans 3 Answers.

Mary V. Livingston 476

Filed in open Court
by leave thereof, Aug.
25th 1888.

J. Alstyatt C.C.

In the Circuit Court of Lee County,
Lee County to wit:

To the Honorable John A. Kelly Judge
of the said Court in chancery.

The separate answer of M. C. Parsons
a citizen of Lee County, to a bill of com-
plaint exhibited against him and others
by one Mary F. Pennington the wife of Wm.
Pennington by D. S. Litton her father and next
friend.

This defendant for answer says, that
he has no knowledge of any Real Estate
given the said Mary F. by her father or
the value thereof, nor has he any know-
ledge or information as to the indebtedness
of her said husband, which least her to
consent to the sale of such Real Estate
as may have been given her by her said
father for the purpose of aiding him
in his financial embarrassments,
nor has he any knowledge of the price
or sum of money or other thing received
in payment of the said Real Estate, or
how much was paid into or applied in
extinguishment of her said husband's
debts, nor has he any information as
to her obligations in that behalf.

Respondent knows nothing of com-
plainant making up the sum of \$2000⁰⁰

If there ever has been, certainly
there is no doubt of a credit
showing that fact.

But Respondent, positively denies, that he
knows any thing whatever about the matter.
He is known by Complainant as being in any way
the property of the Complainant, or that she has
any claims thereon, or that it was her separate
property, or to be in any way appropriated for the
use of her separate estate.

or any other sum of money in Sale notes,
or otherwise and not by her or her husband
Consumed in the liquidation of his con-
-fessed indebtedness

Respondent admits, that in the year
1880 Complainant's husband purchased
from him a tract of land situated
on Powell's River in the said County at
the price of \$3000⁰⁰ and known as the
David Sage farm, and for title to which
he executed his bond for a conveyance
when the purchase price therefor should
have been fully paid, which title, ^{being} correctly
described the boundary lines of said land.

* The price of this land, so sold, was
\$3000⁰⁰, in part payment of which,
Complainant's husband assigned
and delivered to Respondent two or three
bonds executed to himself by one D. L.
Sage for the sum of \$1000⁰⁰ to \$1500⁰⁰ and
executed his individual bonds to Respondent
for the residue of the purchase price thereof.
But, Respondent knows nothing of any arrange-
-ment, agreement or understanding by and
between Complainant and her husband
the said William in reference to any con-
-veyance of the said land or any part
thereof, because of any part payment

by her or by her husband, out of, or
with any funds to which she might in
anywise be entitled, nor does he know
any thing, of any payment made through
her husband by the advice and aid of her
brother or other friends, and certainly, if
such payments had been made upon the
conditions expressed in Complainant's
bill, living in sight and within less than
one half mile of Respondent's house, who
together with his family were upon the
most intimate terms of friendship with
the Complainant's family, visiting
each other very frequently for at least
five years, and never at any ^{time} did Respon-
dent have the least intimation of the
claim now set up by Complainant,
and when Complainant alleges and
asserts, that Respondent knew, or had
any knowledge or information, that
any money or bonds, received by him
from her said husband in payment
of the purchase price of said land, ^{was hers,} she
makes an assertion wholly gratuitous,
and without foundation in fact, and
Respondent asserts, most positively and
emphatically, that such is untrue
and wanting in the semblance of truth.

Respondent admits that the legal title to this land is still in him, and in law and equity should and will remain there, when he pays the amount due John Smith of Kentucky for the land purchased from him, and which was purchased by Smith from Complainant's husband.

Respondent denies that Complainant, husband had fully paid him for this land, before his sale to Smith, but did complete his payments after the sale to Smith.

Respondent (after the sale to Smith of Ky by complainant's husband) did purchase back the land, sold by him to Pennington and by Pennington to Smith, and received back the title bond executed to Pennington and by Pennington assigned to Smith. so that he now has his own title bond in his own possession, which he will file in due time as exhibit "A"

Respondent here again denies that he had any knowledge of Complainant's claims or that he traded with the full knowledge of her rights.

Respondent will now briefly state to your Honor, the facts of these transactions in

so far as they are known to him.

In the year 1880 he sold to complainant's husband, the tract of land known as the Davis Sage Farm in this County lying on the waters of Powell's River at the price of \$3000⁰⁰ for which the said Pennington assigned 2 or 3 bonds executed to himself by S. L. Jester aggregating \$1000⁰⁰ to \$1500⁰⁰ in part payment thereof, and executed his individual bonds for the residue. Respondent there executed his title bond to said Pennington for a conveyance of said land when the purchase price therefor, should have been fully paid. Sometime after this transaction, Pennington sold 86 1/2 acres of this land to Geo W. Smith a neighbor on the waters of Powell's River for the sum of \$890⁰⁰ and directed Respondent in whom the legal title subsisted, to execute a deed to said Smith for the 86 1/2 acres, which he accordingly did. The land was surveyed and laid off to Smith and possession given him, which transaction from its very character and notoriety must have been known to complainant and her friends, and not a word was said or even hinted that complainant

had any claim to, or interest
in, any part of said land by reason
of any fund claimed by her, being
paid to your Respondent for the land.
And this matter stood, until in
the summer time of the year 1884
when Complainant's husband sold the
residue of the said farm to John
Smith of Ky and assigned Respon-
dent's title bond to him, for which
the said Smith as Respondent is in-
formed fully paid him. Then in
a short time, Respondent purchased
the same land from Smith, and
received from Smith his own title
bond, which he had executed to
Perrington, and by Perrington assign-
ed to Smith, and executed his
notes to Smith for \$25.00 ²⁵/₁₀₀; the
purchase price of the land, which
bonds are now outstanding in
the hands of Smith. Shortly after
this transaction with Smith, Perrington
again proposed to buy the land
back from Respondent, and being
anxious to remain on the premises,
Respondent agreed with him verbally
if he would make Respondent's obligation

to Smith promptly at maturity,
he could have the land, otherwise
he must pay rent, for the use
and occupation of the premises.
On this agreement Pennington paid
Respondent \$200⁰⁰. In a short time
thereafter Pennington became involved,
in litigation, which disordered his
affairs greatly to his detriment, and it
soon became apparent, that he must
either leave the country or incur the
peril of a penal prosecution.

Surrounding himself by his
friends, including Complainant's
father, brother and others, John
Respondent was invited to com-
plainant's house, whither he
repaired, and was met near the house
by D. S. Litten Complainant's father,
with whom he had a conversation.
In this conversation, Complainant's
father proposed to Respondent, to cancel
the last sale of land, and pay back
to Pennington the \$200⁰⁰ which Pennington
had paid him. Respondent objected,
and urged as a principal reason his
inability to pay the money at that
time. Litten insisted on the cancellation,
and proposed to advance the money

to Pennington and Take Respondent's note
for the same, to which proposition your
respondent acceded. It was then
proposed by the said Litten to go into
the house and talk this matter over
to Complainant and her husband
who was at the time in bed, complaining
to be unwell. This matter was then
fully talked over in the presence
and hearing of the Complainant
and her husband, and it was then
and there agreed, that Mr. Litten
should pay Pennington \$200.00 for
Respondent, and Respondent to exe-
cute his note to the said Litten for the
same. It being then late at night
the execution of the note was postponed
and the next day at Knoxville was
agreed upon as the time and place
for its execution. It was also
proposed for Respondent to rent the
lands to Complainant, ~~for the~~
for the year 1885 and allow
Complainant to remain there
until the fall of the same year, at
which time Complainant, father
said he would take her to his home
6 or 8 miles distant. During all

These Transactions and Conversations
not one word of claims to, or interest
in, any bond, note, money or other
thing paid Respondent by Pennington
was uttered by Complainant or any
of her friends as in the least belonging
to her, and Respondent is utterly
surprised at the claims now made
by Mary T. Pennington by and through
her father and next friend - and
he verily believes no such claim
would ever have been asserted, had
not her husband fled the country.

And having now answered
fully, all and singular the allegations
of the Complainant's said bill,
Your Respondent prays that the
~~Lien~~ ~~claim~~ heretofore granted
in this case be dissolved, and Your
Respondent dismissed with his
proper costs in this behalf most
unfairly expended.

M. C. Parsons

by

Richmond & Orr,

attys -

Sworn to before me, by M. C. Parsons
in due form Aug. 25 1885.

J. H. Stuyatt C. C.

R.O.

M. C. Parsons
ads } Answer

Mary F. Cunningham by

Filed in open court
by leave thereof Aug.
25th 1886.

J. A. Hyatt & Co.

And answer
served to by M.
C. Parson Aug
25th 1886.

J. A. Hyatt & Co.

Jan: 19th 1887

In the Circuit Court of Lee County,

Lee County to wit:

To the Honorable John A. Kelly Judge
of the said Court in chancery,

The Answer of M. C. Parsons to the
amended bill of Mary T. Pennington
by D. S. Litton her next friend exhibited
against him and her husband William
Pennington.

Respondent admits the allegation of re-
-sale to him by the said Smith, but denies
any secret agreement with her husband
that he might that he might buy Respondent,
note, to the said Smith, and keep the land
in trust for the said Mary T. and further
denies that her said husband paid him
450 or possibly 465 ⁰⁰/₁₀₀ on the said
land, but the sale was made openly
and in good faith, and the said William
Pennington paid Respondent 200 ⁰⁰/₁₀₀ on said land.

Respondent denies that the said Wm has
ever paid him any other or further sum-
and denies that he owes her husband
any sum of money, and stands ready
and willing to have their matters of
account settled between them -

Respondent denies any, mode, of

Shifting on his part, and in his
Transactions does not resort to such
schemes, it was his own purchase,
made by himself and for himself -

Having now again answered
the prayer to be dismissed with
costs &c.

M. C. Parsons

by Richmond & Orr

Sworn to in due form before me by
M. C. Parsons Aug. 28 1886
J. A. Hyatt & Co

2-0-

M. C. Parsons

adv. J. A. Hyatt & Co
Amended Bill

Wm. L. Pennington & Co

Filed Aug. 28 1886.

J. A. Hyatt & Co

This answer is ex-
cepted to because not
responsive - It does not
disclose the book acct
partnership debt &
transactions as required
It does not say what
has become of the
partnership property
and effects or give
any data for settlement
to the

In the Circuit Court of Lee County,

Lee County to wit:

To the Honorable John A. Kelly Judge
of the said Court in chancery,

The Answer of M. C. Parsons to the
amended bill of Mary T. Pennington
by D. S. Litton her next friend exhibited
against him and her husband William
Pennington.

Respondent admits the allegation of re-
-sale to him by the said Smith, but denies
any secret agreement with her husband
that he might ~~that he might~~ buy Respondent's
note to the said Smith, and keep the land
in trust for the said Mary T. and further
denies that her said husband paid him
450 or possibly 465⁰⁰/₁₀₀ on the said
land, but the sale was made openly
and in good faith, and the said William
Pennington paid Respondent 200⁰⁰/₁₀₀ on said land.

Respondent denies that the said M. C. has
ever paid him any other or further sum-
and denies that he owes her husband
any sum of money, and stands ready
and willing to have their matters of
account settled between them -

Respondent denies any, mode, or

Virginia, Lee County Circuit Court.

To the Honorable John A Kelly Judge of
said Court.

The ^{former} answer of M. C. Parsons to the
amended bill of Mary V Pennington by
D. S. Letton her next friend exhibited against
him and her husband Wm Pennington.

Respondent states that he is not, as he
verily believes, indebted to the said Wm
Pennington in any sum on account of
the ^{partnership} transaction between them in handling
logs, ^{timber} or hauling the same; and that there
are no proceeds of said partnership on
hand, each one having taken charge of
and used his due proportion of the proceeds.
But your respondent is ready to produce
all books ^{accounts} & papers showing the transactions
of said partnership before a Commissioner
whenever called for and have a full and
complete settlement thereof.

Respondent again denies that he ever
had any knowledge of the tract of land
in the bills mentioned being bought by
the said Wm Pennington with the money
of the said Mary V Pennington, and ^{denies} that
the same was done by his consent.

Having now fully answered he prays to be
dismissed with his costs.

M. C. Parsons.
By Richmond & Co. atty.

Sworn to in due form before me by
M. C. Parsons. Oct 1st 1886.

John R. Gibson D.D.

This answer is excepted to by the plff.

1 Because it does not respond to the allegations
of the bill - Is too general.

2 It does not respond to
the allegations of at the time of the purchase from Smith
Parsons knew plff husband, but speaks in the pres-
ent tense.

3 Does not respond to the allegations that
plff husband furnished money & paid into said fund.

4 It does not respond to the allegations that re-
spondent stood in the relation of security
to Smith & that the trade was really Partnership.

5 Does not respond to the allegations that
respondent has avoided settlement with her
husband.

6 Respondent is called on specially
in the prayer to disclose, & state all
matters - Payment - Contract - indebtedness in
relation to the Logo Lumber Partnership now
of which he is owner. Other reasons
will be assigned at bar.
Nov. 26 '86 J. R. Gibson

M. C. Parsons

Filed and Ans. to amend
- ad Bill

M. V. Pennington by

Filed at October

Order 1886.

J. R. Gibson

Mary V Pennington by &c.

vs

W. C. Parsons. et als

Pltff

3 In chcy.

Defis

This cause came on again This 1st day of April 1888 to be heard upon the papers formerly read the report of C. F. Duncan Commissioner and was argued by counsel On said deliberation whereof said report ^{being} accepted to is confirmed and said cause is dismissed each party paying his own costs.

M. V. Dunnington by 72

no $\frac{1}{2}$ Sierra final

M. V. Dunnington

Entered on page 31

Enter this date

H. S. K. M.

April 1st 1887.

Mary b. Pennington by & c. Plffs.
against
M. C. Parsons et al Defts } In Chg.

This
Cause came on this day to be heard
upon the amended bill, and ans-
wers thereto, and exceptions to said
answer. And was argued by Counsel
on consideration of which it is
adjudged ordered and decreed that
the true answers of M. C. Parsons
on file in this Cause be taken
and filed as & for the answer to
said amended bill and the exceptions
to said answer are overruled -
It is therefore adjudged ordered and
decreed, that C. J. Duncan who
is hereby appointed a special Com-
missioner for the purpose do take
state and settle all matters of
account between M. C. Parsons and
Wm Pennington ~~et~~ and ascertain
and report what if anything
was due & owing Wm Pennington
from M. C. Parsons, on the log, log &
lumber, hauling Contract, or other
matters between them existing at
the date of the institution of the

Mary B. Cunningham
vs

Decree

M. C. Parsonson

Nov. 7. 186

Entered page 5845

J. C. H. Hyatt

Enter this

Nov. 27 86

J. C. H. K.

plaintiff's suit - He will report all
matters deemed pertinent by himself
or required by either party, reduce the
statement of witness to writing and file
with his report to this Court. And
the plff has leave to propose to
said Parson any additional
interrogatories she may be ad-
vised is proper in relation to the
matters contained in her original &
amended bill, and such interrogatories
shall be treated as if so made in
the bill & the answers thereto as if
contained in the defendant's answer.

Said Court will report to this
Court at some future time & the
cause is continued.

Mary V. Pennington by ~~the~~ ³ Couplet }
M. C. Parsons et al Defts } In Chy

The ~~defendants~~ ^{plaintiff} filed on this day excep-
tions to the defendant M. C. Parsons's answer to
the amended bill, and the exceptions being set
down for argument, were thereupon argued
by Counsel. On consideration whereof The
exceptions are sustained, and it is ordered that
the defendant do answer plainly and directly,
and to the best of his knowledge, information &
belief, the special interrogatories propounded
to him by the said amended bill, and the cause
is remanded to rules, to be then matured, ~~and~~
~~the said Parsons, directed as to further.~~

Mary V. Pennington

vs $\frac{4}{3}$ Secree

M. C. Parsons

Entered page 554
and 555

Enter
L.A.K.
Augt. 30/86

Mary V. ^{Dorington} Lutterbidge.

Pff

Against

M. C. Parsons et al Defts } In chg

This

Cause came on again this day to be heard upon the papers formerly read & the pffs amended bill filed at rule, the Demurrer thereto and arguments of Counsel. On Consideration whereof, the Court is of opinion the allegations of the pffs ~~original~~ do not sufficiently allege a contract beneficial to the pff at the time of the first sale of the Pffs land and that there was a contract that the same or any part thereof ~~was~~ ^{should} to be thereafter invested for her benefit, to sustain the amendment as filed. And thereupon leave on her motion leave is granted her to again amend her bill in the particulars aforesaid and any other as she may be hereafter advised, which amendment may be filed at rule hereafter, and the Cause is continued.

Mary V. ~~Deane~~ ^{Pennypacker}

23 Decree

M. C. Parsonette

March 7 / 86

Entered page 576

J. A. Hyatt

Enter this
In A. K.
March 30 / 86

Mary V. ^{Dunington} ~~Letterbyce~~

Plff

Against

M. C. Parsons et al defts } In chg

This

Cause came on again this day to be heard upon the papers formerly read & the plffs amended bill filed at rule, the demurrer thereto and arguments of Counsel. On consideration whereof, the Court is of opinion the allegations of the plffs ~~original~~ do not sufficiently allege a contract beneficial to the plff at the time of the first sale of the Plffs land and that there was a contract that the same or any part thereof ~~was~~ ^{should} to be thereafter invested for her benefit, to sustain the amendment as filed. And thereupon leave on her motion leave is granted her to again amend her bill in the particulars aforesaid and any other as she may be hereafter advised, which amendment may be filed at rule hereafter, and the Cause is continued.

Mary V. ^{Parsonette} ~~Deer~~

B & Deere

M. C. Parsonette

March 7 / 86

Entered page 576

J. A. Hyatt

Enter this
March 30 / 86
J. A. C.

Mary v. Peimington & Co. Plff
against

M. C. Parsons et al, defts } Indy

This
Cause came on this day to be
heard upon the bill of the plffs
the answer of the defendants
and replication thereto and was
argued by counsel - on Consider-
ation whereof and for reasons
appearing to the Court on the
motion of the plff leave is
granted her to file her amended
bill, at rules in the clerks of-
fice and the cause is continued.

Mary V. Pennington
4702

W. J. Deane

M. C. Passan

Aug 7. 1885 -

Entered pages 484.

J. Als. Hyatt & Co.

Enter this
Aug. 31st 1885
J. A. K.

Mary R. Pennington by or Plff
Against

M. C. Parsons et als Defs
on the

motion of the plff by or an
injunction is granted in this cause
enjoining and inhibiting M. C. Parsons
Wm Pennington and John Smith from
selling conveying or otherwise dis-
posing of the land in bill men-
tioned or legal title thereto, until the
future order of the Court. But not
to take effect until the next
D. S. Letter shall enter into and
acknowledge before the Clerk of
this Court a bond in a penalty
of \$500 Condition to abide the
~~future order of the Court~~ pay all
costs awarded against the plaintiff or sustained
by the defendants or either of them by reason
of this injunction should the same be
hereafter dissolved

Mary V. Pennington

W^g Order of
Impress

M. C. Parson et al

March Term 1885
Entered O. B. Page 430.

Entered this

Mar 27

1885
J. A. K.

To the Honorable H. S. K. Morrison Judge of the Circuit Court of the County Tⁿ

The undersigned who goes by a decree of this Court rendered and pronounced on the 27th day of November 1886 appointed a Commissioner to take state and settle all matters of account between M. C. Parsons and W^m Pennington and ascertain and report what if anything was due and owing W^m Pennington from M. C. Parsons on the Log or Log and lumber contract, hauling contract or other matters between them existing at the date of the institution of the suit of W^m Pennington by &c vs M. C. Parsons et als. and to report any other matters deemed pertinent by himself or required by either of the parties, he is sworn to report. That in order to perform the duties required of him by said decree he goes to Mr D. S. Lillon next friend of Mrs Pennington & Paul Pridmore his counsel, and M. C. Parsons the Deft and Richmond & Orr his counsel notice that on the 20th day of Jan'y 1887 at the Court house in Jonesville he would sit for the purpose of discharging the duties aforesaid. on that day the parties all appeared before me and several interrogatories were propounded to Mr Parsons, and answered by him, where propositions of compromise were made between the parties which were reduced to writing, and are filed herewith, marked O. P. the interrogatories and answers are filed marked O. P. at this point further proceedings were stopped. After this Mr Lillon and Mr Parsons appeared before me compromised the matter by Parsons agreeing to pay Mr Lillon \$300. for which he executed his notes, Mrs Pennington surrendering the land which was due, Mr Lillon directed me to deposit the matter settled and the suit to be dismissed ^{with costs} on the terms proposed in said paper O. P. which is that each party paying his own costs.

Nov 25th 1887.

Respectfully submitted
C. T. Dismore County

Henry V. Pennington by
to $\frac{3}{3}$ Report of Com
M. Co. Parsons. et al

Com. Fee. 8.00

It is agreed ~~agreed~~ by the undersigned, that M. C. Parsons shall pay to D. S. Litter in his own right \$200, by the first of Jan 1888; with interest from this date - And should John Smiths agree to pay a like sum in the same way in the same time, to said Parsons then said Parsons agrees to pay D. S. Litter the further sum of \$200, in the same manner as the first sum, herein named.

Mary V. Pennington is to remain in the house she now occupies until Jan 1888, ^{of average land to be cut by M. C. Parsons} have 20 acres for Corn, the garden & stable, pasture for 3 cows - And said Parsons is to have the residue of said land and all the fruit, except the said Mary V. Pennington is to have using fruit for herself & family - said Parsons shall have privilege to sow wheat or small grain in said Mary V. Pennington's Corn so soon as it can be done without injury to the Corn and if any difference should arise as to the proportion, Rev. John Jesse shall say when it can be done each part shall abide his decision said Parsons shall not injure the Corn in so plowing & plowing - And the

Said D. S. Litten hereby warrant,
and Covenant that Mary v. Permington
and her family shall take proper
care of said premises during their
further occupancy ^{after this date.} & be that they
vacate at the time mentioned -

And should said Smith agree &
undertake to pay said Person
said sum as aforesaid then
this agreement shall settle, all
matters in dispute between these
parties hereto - But should said
Smith fail to so agree & bind
himself then this paper shall be
null & void & the parties stand as
if never entered into. And in
compliance with this agreement
Mary v. Permington to dismiss her
suit - each party paying their own
costs - Mrs Permington is to have &
hold her present wheat crop on
said premises - witness the following
signatures & seals this Jan. 21st 1887.

D. S. Litten (Seal)

M. C. Parson (Seal)

When complied with I will closing
Mary v. Permington suit in accordance
with the above Jan. 21st 1887.

A. L. Pilemore

" 40 "

Commissioner's Office
Jonesville 5th Jay 20th 1887.

Interrogatories propounded by the Plaintiff in the Chancery Cause of Mory v Pennington, by vs Mc Parsons & others, to the said Mc Parsons, under leave granted her by the decree entered in said Cause on the 27th day of November 1886.

- 1 What was the gross price agreed to be paid by one Sumner agent &c for hauling lumber (sawed) cut of Harlan County to Shores' ford on Powells River in Lee County Va - Known as the hauling Contract?

Answer The price which he was to pay us including the hauling of logs in Harlan County Ky. and the hauling of the plank after said logs were sawed, and the delivery of the same at Shores' ford was \$24⁰⁰ per Thousand feet.

- 2 How many Thousand feet did the firm of Pennington & Parsons thus haul, and what amount of money did said firm receive for it?

Answer. My best recollection is that it was \$230,000 or 232,000 feet, I have a statement of the same and the amount paid me by Mr. Arvidson at my house and I will file a copy of the same as a part of my answer to this question. This statement will show the exact amount and the amount paid me by him. The amount received by me is, as shown by the statement above referred \$7359.22 being the amt as shown on said statement after deducting therefrom \$41.12 which was for my own timber & saddle &c. see said statement here filed "A. B."

- 3 Does the statement you refer to show the amount received for hauling logs in Harlan County Ky, and all work done by Pennington & Parsons in the last named County?

Answer It does.

- 4 What work did said firm of Pennington & Parsons do in Lee County, for whom did they do it, and what did they receive for it?

Answer. We hauled a good many logs for Arvidson Agent for Taylor & Coate in Lee County. Our place of delivery was at Shorn's ford another

at Oxford and another at Lowell's
ford. We also hauled a lot of logs to
Shore's ford for Thomas & Co. Jonas
Kelly Agent, the statement to me by
Mr. Amidan and above referred will
show the amount hauled and the
sum paid us, for that hauling
for the work done for Thomas & Co.
Pennington did the hauling and
received all the pay. We also did
or rather Pennington hauled some
logs for Spencer and Company
P.C. Thompson Agent, I do not
know the amount hauled or the
sum paid for it, I was little more
than surety for him in this latter con-
tract, P.C. Thompson paid me on this
hauling \$140^{or \$130}, but he paid it to me
for Pennington, he Pennington having
borrowed that sum from me and
by his direction Thompson paid it
to me.

5. When and where, did you, loan
to Pennington \$130. Did you take a
note, or obligation for it - when did
P.C. Thompson pay it for Pennington and
when did Pennington, tell you to get it
from Thompson?

Ans. I loaned him \$100 in Richmond Store, the date I cannot recollect at this time but I can fix the date by reference to my books at home and will do so.

The \$50. or \$40. was money given to me by P. C. Thompson for the purpose of going down the river and getting out logs. and I handed the money to Pennington and he went down the river and attended to getting out said logs. This last sum was paid to Pennington since the institution of this suit, and was about the 1st of January 1886. The \$100. was paid before that time and before any litigation arose between us.

6. Did the firm of Pennington & Parsons borrow any money to carry on their business - Purchase stock, wagons, chains & implements for their business? If so from whom, what did they purchase and what was its value?

Answer. The firm of Pennington and Parsons did not borrow any money to carry on their business, nor purchase any horses stock wagons chains & implements for the purpose of carrying on their business.

9th

rying on said business. all the wagons & Opens were purchased by me. as were the chains and imple-
ments used by us. In hauling the plank from Harlan Mr Pimington used some of his own wagons and teams And I used some of my own. I had at the time we went into said business \$5000 in the hands of M D Richman and which we used in said business. I also purchased from Amidan wagons open chains &c used in said business at a cost of \$800 or \$90000

8 Did said firm, give orders, draw checks, contract accounts, give receipts, and do a general credit business?
Ans. I think said firm gave orders we drew no checks, we did contract accounts gave receipts and did a general credit business.
9. On what date did firm go into existence how long continue or when did it dissolve?
Ans We commenced business the latter part of July 1881. We continued in business, for Amidan until January or February 1883. after the Amidan contract was finish

and the contract was made with
Spencer & Co and that had not been
concluded when Mr Pennington
left here in March 1885.

10 Which member of the firm received
the money, from its employer?

Answer. I received all the money
on the contract with Amidon, for
the work done for Taylor & Crate
Mr Pennington received all the money
for the work done for Thomas & Co
and he received as I suppose all
that has been paid by Spencer & Co
except the sum of \$140 or \$150 paid
to me by P. C. Thompson as before
stated

11 On the contract with Taylor & Crate
did the firm do a gain or loss business?

Answer. The business proved a losing
business. I do not know exactly
the amount we lost but it was
some where from \$2000. to \$4000.

12 Of the \$7200. dollars received by you
from Amidon on the Taylor & Crate
Contract what amount of cash, did
you turn over to Pennington, ~~in cash~~
When & where did you pay it?

Answer. The amount paid to Wm Pen

nington is shown in account "A"
here with filed and is \$4882.05.

13. Where are, the lifted or paid checks,
orders & receipt mentioned by you in
account A. mentioned above when did
you make out said account and
where are the original paper you
made it by?

Ans. I do not know where the checks
now are. The checks turned over to
him were checks drawn in my favor
by Amidan, Agent for Taylor & Coate
and by me endorsed to him. I
made out said account to day
from my books. These books are
now in my possession.

14 In the various items in account
A. made out & filed by you, did
Pennington or any one for him ever
pay and settle the same in any
other way than as credits on the
Hauling account, for Taylor & Coate?

At this juncture, it becomes man-
ifest, that the interrogatories being
asked, were not made as they should
be - but instead, the defendant was
being probed with as a witness

Contrary to the decree, and the def-
endant objected to this course,
and demanded of the Commissioner
to require the plaintiff to propound
all the interrogatories at once,
and then let the defendant answer
them, and the pleadings were be
concluded and the facts at issue,
which was overruled by the Com-
missioner, to which notice of
the Court the defendant
objected.

R + O.

Ans.

"O.P."

^{ym} M. C. Parsons
To 3 Little Bock
3
3
3
Wm Dennyton

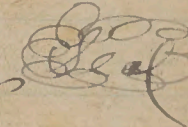
A 4

Know all men by these presents that I M.C. Parsons am held and bound unto Wm Scrimpton in the sum of Six thousand dollars to which payment I bind myself heirs & firmly by these presents witness my hand and seal this Nov. 2 1880

The Conditions of the above obligation is such that whereas the said M.C. Parsons has this day sold to the said Wm Scrimpton a certain tract of Land lying in the County of Lee and State of Va, and on the north side of Hawks River, and Beginning at the river on a Hickory & Sugar tree corner to Rebecca Parsons Land, westwardly with said Parsons line to 2 white-oaks on the top of a bluff, Thence North with said line to a white-oak on the top of the Cliff. Thence with J. M. Smiths line along the top of the ridge to David Smiths line, Thence with Davids Smiths line to a poplar corner to D. Smith & J. T. Smith, Thence S. E. with J. T. Smiths line ^{to a} Walnut corner to said Smith & L. W. Myers line Thence with L. W. Myers line to a poplar corner to Lanes, Thence with said Myers line to the River, Thence up said River as it meanders to the Beginning. The said M.C. Parsons hereby sells his entire interest in said Land excepting 10 acres heretofore sold L. W. Myers. The said Parsons' interest Being

The widows dower and five heirs parts in said Land, there being 2 other Shares not owned by him. Now if the said M.C. Parsons shall make or cause to be made a good and sufficient title to said Land then this obligation is to be null and void otherwise to remain in full force and Virtue

Witness my hand and seal this Nov 2 1880

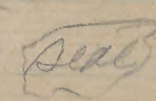
M. C. Parsons 

Witness

W. S. Hunt

D. G. Parsons

I assign the above Land over to Dan Mc Smith all Except 46 1/2 Acres Eight Six and a half acres sold to Dan Mc Smith before this August 11 1884

Wm Scrimpton 

Account of payments made by M. C.
Parsons to Wm Permington, Auditor, Contra.

1881.			
Aug 27th	One check		\$ 100.00
Sept 1st	Cash		60.00
Oct 18th.	Check		100.00
Decr 20th	Check		100.00
1882.			
Jan'y 15th	One check		100.00
" 17th	Cash		7.12
Feb 15th.	Two horses & harness		160.00
Apr 18"	cash		25.00
" "	Rye, 15 bus.		11.25
" 24th	Cash		25.00
" 27"	Sut harness		25.00
" 29"	cash		10.00
May 1st	"		10.00
" 4th	Pd Daniel Ball		60.00
" 7th	Pd tax on land		11.50
" 12th	cash in Harlan Ky.		10.00
July 1st	cash " " "		20.00
"	Cutting wheat		10.00
Aug 10th	cash in Harlan Ky.		40.00
"	cash		160.00
"	cash.		15.00
"	cash		10.00
"	Paid A. W. Duttie		145.00
Sept	One check		100.00
Oct	Boat in horse swap		75.00
"	Pd Alex calob		5.00
			\$1394.87

1882.	To amt brought over	\$1394.87
Oct	cash	20.00
"	one check	100.00
"	cash from Ed Ira Pendleton for	115.00
Deer	one check	100.00
	Pd M. D. Richmond for Wm Pennington for mule,	100.00
	Pd M. D. Richmond a number of Orders given to G. W. Smith. amounting to.	2301.97
	Pd Same for ^{for} Wm Pennington.	750.21
		\$4882.05

M. L. Parsons

acct.

Amador County

\$4882.05

"

Dec 15/82 Parsons ac with Taylor & Herat

1882			Boat Forward	640225	274296
	Apr 28	By	Hauling Towels food		60845
	May 31	"	"		25546
	Nov 14	"	"		7281
	"	"	Extra work done on Kenmore		2
	"	"	Waygle Walnut		901
	"	"	Oxfords st-		34131
	"	"	Little Cyanovert		3920
Dec	15	"	Balsters Co Parsons for Hauling		90
	"	"	the Timber they came from		322831
	"	"	Hauling Plank from Ken #14 @		
	"	"	Cutting Mrs Dufman Tree 1 or		
	"	"	+ Balance on striking Lumber on		3
	"	"	Parsons Paid Blakemore		150
	"	"	Cutting Logs in Harlan		575
	"	"	Extra Work on Garrett		3750
1881	Oct 1st	"	By Walnut Logs of Myers at 8¢		618
1882	Dec 15	"	Difference on the Saddle		2
Dec	15	To	Balance not counting Timber left in Harlan Ken	99809	
				740034	740034

Copy of M C Parsons account with Taylor & Herat
 On
 A A Amidon Books
 Agt

"A.B."

21	4224
4224	24344
162	7
252	250
	4224
	224
	260
4224	4484
4484	2000
	4484
	15516

740034
 640225
 99809


1881 Copy of N. B. Parsons Account with Taylor & Horne


July	25	To Tools	345 80	
"	"	Fire Oxen	190	
"	"	Tools	340	
"	"	Standard Tools & Oxen	257	
"	"	Stationary	857	9620
"	"	Skidding on Lucenets Land	10	
Aug	27	Chk No 60	500	
Oct	13	Skidding Fletcher Tree	2	
"	"	and Russel Tree	75	
"	"	Chs No 62-63-64 & 65 for	600	
"	29	Skidding F Thompson Lat	744	
"	26	Ch No 70	75	
"	29	3 Chs No 71-72 & 73	300	
Nov	12	Ch No 80	350	
"	12	2 Chs for No 81 & 82	175	
Dec	20	2 Chs Nos 97 & 98	550	
1882 Feb	25	2 Chs " 121 & 122	500	
Mar	14	Day Timber skidding it	1407	
Apr	22	Rope	714	
June	7	Ch No 175	400	
"	29	" " 195	300	
Aug	11	Cash	100	
Sept	22	Ch " 212	200	
Sept	9	Edwards Hauling at Alford	1	
"	15	Cash	2	
Oct	2	3 Chs Nos 231-232 & 233	400	
"	17	4 Chs " 237-238-239 & 240	300	
Nov	6	2 Ch " 250 & 251	200	
"	17	2 " " 253 & 254	200	
Dec	15	Lumber in Ken	1080	
"	15	Ch No 272	400	

1881 July	25	Cr By Parsons		
Aug	27	By Repairs on Wagons	650	✓
"	27	Hauling at Shaford ford	239 01	✓
"	27	Walnut Timber	25 23	✓
Oct	1st	Hauling 2 for a	16620	✓
"	1	Walnut Timber	812	✓
"	1	Saddle	6	✓
Feb	22	Hauling Lumber in Harlem	125376	✓
Apr	27	Second set in Ken	97451	✓
"	"	on 1st set in Ken	3071	
"	"	"	8592	
		Carried forward	640225	274296

This Deed made this the 11th day of Aug-
ust 1884 between Wm Pennington and
Mary V. Pennington his wife of the one
part, and M. C. Parsons of the other
part, all of Lee County Virginia, Witness-
eth that for and in consideration of the
Sum of four hundred and forty Dollars.
to the parties of the first part in hand
paid the receipt of which is hereby ac-
knowledge the said parties of the
first part, have this day granted bargained
and sold, and by these presents doth grant
bargain sell and convey unto the said M.
C. Parsons and his heirs forever all of
their undivided interest in and to two
certain tracts or parcels of land lying and
being in Lee County Va. which two tracts
of land belonged to John D. Sarge deceased
and was bought by said John D. Sarge from
Absalom Sarge & wife and conveyed to said
Sarge by deed bearing date the 5th day of
Dec 1844. and recorded in Deed Book No. 10.
Page 42. in Lee County Court Clerk's office
and conveyed to said Wm Pennington
by John D. Sarge & Julia F. his wife & James
T. View & Sarah M. his wife, heirs at law
of John D. Sarge decd, by deed bearing
date Nov 20 - 1883. & Recorded in Deed

Book No 20 Page 402. in said clerk's office
to which deeds reference is hereby made,
for a more particular description of
said land, which interest consists in
two sevenths of said two tracts, and one
sixth of one seventh of said two tracts,
and the parties of the first part, warrant
generally the interests hereby conveyed
unto the party of the second part, and
his heirs forever, witness the following
signatures and seals, this the day and
year first above written,

William Pennington 

Mary v Pennington 

Virginia Lee County Do wit

I V H Kelly Commissioner in Chan-
cery in & for the State & County aforesaid
do certify that Wm Pennington
whose name is signed to the deed
above bearing date August 11th 1884
acknowledged his signature to be
his own given under my hand
this Aug 28th 1884

V H Kelly, Comd

Virginia Lee County To wit
I V. H. Kelly commissioner in chancery
in & for the afore said County & state
do certify that Mary V. Pennington wife
of William Pennington whose name
is signed to the within deed bearing
date Aug 11th 1884 personally appeared
before me & being by me examined
privy & apart from her husband
& having this deed fully explained
to her said she had willingly
executed the same & does not wish
to retract it given under my
hands this Aug 28th 1884

V. H. Kelly Comr

Virginia Lee County Court clerk's office the 1st
day of Sept, 1884. by and between Wm Pennington
and Mary V. his wife of the one part, and
M. G. Parsons of the other part, all of
Lee County Va. was this day filed in
this office and admitted to record
upon the certificates of V. H. Kelly a com-
missioner in chancery for the County Court
of Lee County Va.

Test John A. Gibson clerk

Mr. C. Parsons.

Ym 3 Deed

Wm Cunningham & wife

Recorded in Deed

Book No 20 P. 568

J. R. Gibson clk

"A B"

Y. 70
6.125—
\$1.95—

Know all men by these presents that we
D. S. Litton and A. J. Litton are held
and firmly bound unto M. B. Parsons.
John Smith & Wm Pennington, in the just
and full sum of \$50000 for the payment
whereof well and truly to be made to the
Said Parsons, Smith & Pennington we bind
ourselves jointly and severally firmly
by these presents and we hereby waive
the benefit of our homestead exemptions
as to this bond, Witness our hands and
seals this the 27th day of March 1883.
The conditions of the above obligation
is such that whereas ~~M. B. Parsons, John
Smith & Wm Pennington~~ have obtained
~~from the~~ Mary V. Pennington has obtained
from the Judge of the Circuit Court of
Lee County an injunction restraining
enjoining and inhibiting M. B. Parsons
Wm Pennington & John Smith from selling
conveying or otherwise disposing of the
land in the bill mentioned or legal
title thereto until the future order
of the court, upon the condition that
D. S. Litton ^{next friend} shall enter into and acknowl-
edge before the clerk of the said ~~court~~
Circuit Court of Lee County ^{above} in the
penalty of \$50000 conditioned accor-
ding to law. Now if the above bound.

D. S. Litton or A. J. Litton shall abide
 the future orders of the said court
 in the said cause in case the said
 injunction be hereafter dissolved, and
 also all such costs and damages as
 may be awarded against the said
 Mary V. Pennington by reason of said
 injunction, ^{or sustained by the plaintiff or either of them by reason}
 of said injunction, then this obligation to be
 void otherwise to remain in full force
 and virtue.

D. S. Litton Seal
 A. J. Litton Seal

Mary V. Pennington
 vs
 Board
 M. C. Persons et al

Meep. Cannon & Pennington



M. D. RICHMOND,
DEALER IN GENERAL MERCHANDISE.

Amount paid George W. Smith
as per Books
Commencing Sept 24 1881. to Dec
19 1882 (inclusive)

\$230 97

Account paid others on
Pennington orders &c

\$750 21

THE COMMONWEALTH OF VIRGINIA.

To The Sheriff Of Lee County Greeting :

We Command You

to Summon M. C. Parsons
Jack Smith and Wm Pennington

at the clerks office

To appear before the Judge of our Circuit Court of Lee County, at the Courthouse on the

first day of Monday

in February next being Rule day to

~~Term next to testify and the truth to speak in behalf of~~

answer an amended Bill in Chancery

~~in certain matters of controversy pending in our said Court between~~

hibited in our said Court against
them By Mary V. Pennington who sues

PLAINTIFF and

by D. S. Litton her Father & next friend

~~DEFENDANT. And this~~ shall in no wise omit under the

~~penalty of Twenty Dollars.~~ And have then there this writ. Witness J. A. G. HYATT Clerk of our said Court at the Courthouse

This 20th day of January 1884, in the 10 year of the Commonwealth.

J. A. G. Hyatt Clerk.

CD
Mary V. Littleby &
Spa in Chay
vs Zou and Will
M. C. Parsons et al

To Feby Rules 1886.

Executed by
delivering office
copies of this
Spa to Wm Dunnington
& M. C. Parsons
Jany 30 1886.

Zion Flannery
Deputy for R. D. Flannery
S & Co

The Commonwealth of Virginia,

To the Sheriff of Lee County--Greeting:

WE COMMAND YOU to summon

*M. C. Parsons, John
Smith, and Wm Pennington*

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House, on the first Monday in
April next, being Rule Day, to answer a Bill in Chancery exhibited in our Court against
them, by *Mary V. Pennington, who sues*
by her next friend D. S. Litton

And have then and there this Writ. Witness, J. A. G. HYATT, Clerk of our said Court, at the Court House,
this *27th* day of *March*, 188*5*, in the 10*9* year of the Commonwealth.

J. A. G. Hyatt, Clerk.

A Copy---Teste:

The necessary bond having been executed
by the Plaintiff, the defendants M. C. Parsons
Wm Pennington and John Smith, are enjoined
and inhibited, from selling, conveying or
otherwise disposing of the land in the bill
mentioned or legal title thereto, until
the future order of the Court.

J. Alstyatt
C.C.

Mary, V. Littonbyrd

no 3 Spa in chcy

M. C. Parsons et al

Lo. April Rules, 1885

Executed by ~~Pennington~~
affice copies of this
Spa, to M. C. Parsons.

and not executed on
Pennington & Smith
they not being found
in my bailwick.
March 27th 1885.

J. H. Ewing
C. S. for R. D. Flanagan Esq.

The Commonwealth of Virginia,

To the Sheriff of Lee County--Greeting:

WE COMMAND YOU to summon

*M. C. Parsons, John Smith
and Wm Pennington*

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House, on the first Monday in

April next, being Rule Day, to answer a Bill in Chancery exhibited in our Court against
them, by *Mary, v. Pennington, who sues*
by her next friend, G. S. Litton

And have then and there this Writ. Witness, J. A. G. HYATT, Clerk of our said Court, at the Court House,
this *27th* day of *March*, 188*5*, in the 10*9* year of the Commonwealth.

J. A. G. Hyatt, Clerk.

A Copy---Teste:

J. A. G. Hyatt c.c.

The necessary bond having been executed
by the Plaintiff, the Defendants, M. C.
Parsons, Wm Pennington and John Smith
are enjoined and inhibited from selling
conveying or otherwise disposing of the
land in the bill mentioned or legal title
thereto, until the future order of the court
J. A. S. Hyatt C. C.

For
Wm Pennington